

# Quantity Purchase Agreement With The State Of Indiana

Vendor EXACT TARGET INC  
Remit to: 20 N MERIDIAN ST STE 200  
INDIANAPOLIS IN 46204

Name and Address of Vendor: EXACT TARGET INC  
Cntct: Eric Christopher  
20 N MERIDIAN ST STE 200  
INDIANAPOLIS IN 46204

<b>Qty Purchase Agreement QPA Number</b>	<b>Page</b>
0000000000000000000000000010122	1 of 1
<b>Requisition Nbr.:</b>	D20-7-1433
<b>Effective Date:</b>	12/07/2006
<b>Expiration Date:</b>	12/06/2010
<b>Agency Number:</b>	
<b>Facility:</b>	IOT
<b>Vendor Federal ID:</b>	201367351
<b>Vendor Telephone Nbr:</b>	317/698-2386--
<b>Name Of Contact Pers:</b>	Eric Christopher
<b>FAX Number:</b>	317/522-9036--

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement. The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. **Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.**

Line Number	Quantity	UNIT	Article and Description	Unit Price
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This is an award of a Quantity Purchase Agreement for Email Marketing Services pursuant to attached contract.

Please direct all inquiries to the following IOT contact:

**Mehgan Sabau**  
**Director of Communication**  
**Phone: 317-234-4589**  
**Fax: 317-234-0917**  
**msabau@iot.in.gov**

For more information about this agreement, please reference <http://www.in.gov/iot/directors/exacttarget.htm>.

The following UN/CEFACT Unit of Measure Common Codes are used in this document:

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Authorized Signature	Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3053		

## **CONTRACT FOR E-MAIL MARKETING SERVICES**

This Contract for Email Marketing Services ("Contract"), entered into by and between the Indiana Office of Technology (the "State") and ExactTarget, Inc., (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

### *Recitals*

WHEREAS, various state agencies have contracted with Contractor, a highly regarded Indiana Company, through separate contracts resulting in uncoordinated services, inconsistent terms and conditions, and higher pricing than the agencies could obtain if they contracted together;

WHEREAS, additional state agencies are currently seeking similar services from Contractor and the number of contracts with Contractor will simply continue to proliferate without intervention;

WHEREAS, at the behest of the Indiana Office of Technology, the State and Contractor have agreed to consolidate all current state contracts with this Contractor into one contract to establish consistent terms and conditions, a flexible set of available services, and optimum pricing;

WHEREAS, as a result, all state agencies will be able to quickly and easily procure Contractor's services through the Indiana Office of Technology without additional contracting; and,

WHEREAS, this Contract will also provide immediate savings to those agencies who have existing contracts with the Contractor.

THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

### **1. Services.**

"Services" means the provision of electronic access to Contractor's e-mail marketing software over a computer network and related technical support services as further described in **Attachment A**. Subject to the terms and conditions of this Contract, Contractor shall provide Services to State. This is not a technology license agreement and, except as provided for in this Contract, it does not give State any right to use any proprietary software or hardware technology used by Contractor to provide the Services. Unless requested otherwise by the State, each email sent via the Services will have: (a) an automated method enabling each recipient to unsubscribe from receiving further emails from the State, and (b) a Profile Center which will enable the recipient to modify his/her/its communication preferences. Recipients of emails sent via the Services may also forward a copy of any unwanted e-mail with comments to [abuse@exacttarget.com](mailto:abuse@exacttarget.com).

State acknowledges and understands that except as otherwise provided in this Contract, Contractor does not warrant that the Services will be uninterrupted or error-free. Contractor may occasionally experience "hard outages" due to internet disruptions beyond Contractor's control. Any such hard outage shall not be considered a breach of this Contract.

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## **2. Use.**

The Services are being provided only for State's internal purposes and business operations. Customer may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the Services or any software used to provide the Services, in whole or in part, is granted except as expressly provided by this Contract. The State shall not reverse engineer, decompile or disassemble the Services or any software used to provide the Services.

## **3. State's Representations.**

State represents to Contractor that to the best of its knowledge:

- A. This Contract does not violate any agreement or obligation between State and any third party.
- B. Neither any information delivered by State to Contractor in support of this Contract nor State's performance of this Contract will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- C. None of the activities for which State has engaged the services of Contractor shall violate any international, federal, state, or local law or regulation relating to individual privacy or the distribution of e-mail messages. The State will not use the Services for purposes of, or transmit via the Services, (i) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; (ii) any chain letters, pyramid schemes, or other similar deceptive, misleading and/or fraudulent content; (iii) any unsolicited commercial or non-commercial communication; (iv) any e-mails with deceptive, misleading or false subject lines or header information that makes it difficult to identify the initiator of the e-mail; or (v) any information containing a virus, trojan horse, worm, or other harmful component.
- D. Each person as to whom e-mail addresses are provided to Contractor by State (i) has been or will be given notice of State's information practices (which practices shall not constitute an unfair or deceptive trade practice or be contrary to any privacy laws or requirements), (ii) has been or will be given a choice with respect to the use by State of such information, (iii) has been or will be given access to information collected about such person, (iv) can or will be categorized as an "opt-in" recipient by his, her or its agreement with State to receive such information via e-mail, and (v) has not or will not have notified State of his, her or its desire not to receive e-mail (i.e., no such person has "opted out" of the receipt of e-mail with respect to State or its products or services).
- E. Upon notification from any person that such person desires not to receive e-mail with respect to State or any of their respective products or services, State will promptly unsubscribe such recipient.

#### 4. Contractor's Representations.

Contractor represents and warrants to State that:

- A. Contractor's agreement to perform the Services hereunder does not violate any agreement or obligation between Contractor and any third party.
- B. To the best of Contractor's knowledge, the Services do not infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

#### 5. Consideration & Payment.

- A. Consideration is based on (1) tiered pricing per e-mail, (2) a set yearly rate for provision of the Services and training, and (3) any additional customized services agreed to by the Contractor and State in writing. Consideration is detailed in **Attachment A**, attached hereto, and incorporated by reference.
- B. Contractor shall submit invoices as follows:
  - 1) An invoice for each State agency purchasing a Software License shall be submitted to the State during the billing cycle in which a properly submitted Order from a State agency is received by Contractor (all as described in **Attachment A**).
  - 2) Any State agency purchasing a Software License during any year shall receive an invoice for the prorated Annual Software License Fee upon Contractor's receipt of the order therefor.
  - 3) On or before the fifteenth (15<sup>th</sup>) day of each month, Contractor shall submit an invoice for Email Messaging Fees for the immediately preceding month. Such invoices shall detail the number of emails sent during the prior month by agency.
- C. Payment of all undisputed amounts of Contractor's invoice to the State shall be made thirty-five (35) calendar days from receipt in accordance with IC 5-17-5-1 *et. seq.*
- D. The State shall not be responsible for any travel, living, or out-of-pocket expenses of any kind incurred by the Contractor in the performance of any services under this Contract. All such expenses are the sole responsibility of the Contractor.
- E. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

#### 6. Term, Termination & Renewal.

- A. Term. This Contract shall commence upon execution by the Contractor and all the legally authorized representatives of the State as required under Indiana law and shall remain in effect for forty-eight (48) months (the "Term").

- B. Renewal. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.
- C. Termination. If either party, thirty (30) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the non-breaching party may terminate this Contract. If such termination is due to Contractor's uncured material breach, the State shall only be liable for payment for Services provided through the date of such termination. If such termination is for State's uncured material breach, State shall remain liable for the balance due hereunder through the expiration of the Term.

If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

- D. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. The Contractor may have substantial front end costs associated with adding each agency under this Contract. To that end, termination of services shall be effected by delivery to the Contractor of a Termination Notice at least one (1) year prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

## **7. Anti-Spam Policies & Certification.**

Contractor is an electronic mail service provider that provides web-based software enabling organizations to send permission-based emails to their subscribers. Contractor believes, practices, and requires its clients to practice only permission-based e-mail marketing. The State certifies it will use the Services to send emails only to customers and prospects that have directly consented to receive email from the State ("opt-in"). The State is forbidden to transmit unsolicited commercial email (spam) via the Services.

For any list of email addresses used in connection with the Services, State shall, upon Contractor's request, provide Contractor with the source of the e-mail addresses, the method used to capture the data, and verification of the consent to receive e-mails from the State.

The State shall not use rented or purchased lists, email append lists, opt-out lists, or any other list that contains email addresses captured in any other method than opt-in when using the Services. Contractor may review relevant lists and emails to verify that the State is bidding by the privacy and permission policies set forth herein. However, the State is ultimately responsible for compliance with Contractor's privacy and anti-spam policies.

- A. The State has read and understands Contractor's Anti-Spam Policy.
- B. The State is the owner of all email distribution lists to be distributed via the Services and the State is solely responsible for the composition and membership of each list.
- C. All subscribers to be used in connection with the Services have provided permission to the State to send them e-mail.
- D. Contractor may, at its sole discretion, refuse to distribute any e-mail content or other information provided by State that contains information that Contractor has reason to believe to be defamatory, infringing, or otherwise unlawful.
- E. Contractor may, at its sole discretion, refuse to distribute any e-mail to any e-mail address that Contractor has reason to believe has not granted permission (or otherwise "opted-in") to State to send such e-mail(s) or that Contractor has reason to believe is otherwise unlawful.
- F. Contractor has no obligation to review e-mail content, e-mail addresses or related information provided by State to ensure that such comply with applicable laws and State accepts full responsibility for compliance with such laws.
- G. All e-mail addresses shall be supplied solely by State. Contractor has no obligation to supply, "scrub", or otherwise verify the legal compliance of any e-mail list.
- H. Contractor is an electronic mail service provider involved only in the routine conveyance of e-mails; Contractor does not initiate or send e-mails on behalf of State. The Services enable State to initiate and send e-mails.
- I. State is solely responsible for the creation, initiation and sending of its e-mails, including, but not limited to, the content of such e-mails, the recipients of such e-mails, and the timing of such e-mails.

#### **8. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

#### **9. Assignment; Successors.**

This Agreement shall inure to the benefit of, and shall be binding upon, both parties and their respective successors and permitted assigns. Neither party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party, except as expressly set forth herein or to an individual or entity into which it

has merged or which has otherwise succeeded to all or substantially all of the assets or equity securities of the assignor, and which has assumed in writing or by operation of law, the assignor's obligations under this Agreement.

#### **10. Audits.**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.* and audit guidelines specified by the State.

#### **11. Authority to Bind Contractor.**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the Contractor when accepted by the State.

#### **12. Changes in Work.**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

#### **13. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further

work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- I. As required by IC 5-22-3-7:
  - 1. the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.



#### **14. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State. Contractor will never share, sell, or rent individual personal information without the person's advance permission, unless ordered by a court of law. Information submitted to Contractor is only available to employees responsible for managing this data.

Contractor uses strict security measures to protect against the loss, misuse and alteration of data used by Contractor's system. (Details are contained in Contractor's Privacy Policy online at <http://email.exacttarget.com/ETWeb/company.aspx?id=80>.)

Upon the termination of this Contract, Contractor shall, with the consent of the State, delete all State Confidential Information and destroy all copies of documents and other things in its possession that constitute, or contain records of, State Confidential Information. Without limiting the generality of the foregoing, e-mail addresses and other information pertaining to a customer or client of State shall not constitute State Confidential Information if Contractor receives such information from a source other than the State. Contractor acknowledges that any unauthorized use or disclosure by it of the State Confidential Information may cause irreparable damage to State. If the State becomes aware of Contractor's breach or threatened breach of this section, Customer shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to the State.

#### **15. Confidentiality of Contractor Information.**

The State acknowledges that the Services, any software used to provide the Services, and any other information provided to the State by Contractor incorporate confidential and proprietary information developed by, acquired by, or licensed to Contractor ("Contractor Confidential Information"). The State will take all reasonable precautions necessary to safeguard the confidentiality of the Contractor Confidential Information, as permitted by Indiana's Access to Public Records Act, IC 5-14-3, *et seq.* The State will not make any unauthorized use of the Contractor Confidential Information or disclose, in whole or in part, any part of the Contractor Confidential Information to any individual or entity, except to those of the State's employees or consultants who require access for Customer's authorized use of the Contractor Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Contractor Confidential Information under this Contract, as permitted by IC 5-14-3, *et seq.* The State acknowledges that any unauthorized use or disclosure by it of the Contractor Confidential Information may cause irreparable damage to Contractor. If Contractor becomes aware of Customer's breach or threatened breach, Contractor shall notify the State and the State shall have ten (10) days to correct the error. If the breach or threatened breach is not corrected after ten (10) days, Contractor may suspend any and all rights granted to Customer under this Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Contractor.

These confidentiality obligations shall not apply, or shall cease to apply, to information which (i) was publicly available at the time of disclosure to the other party, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order.

**16. Conflict of Interest.**

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the State.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State. The obligation under this section extends only to those facts that the Contractor knows or reasonably could know.

**17. Continuity of Services.**

- A. The Contractor recognizes that the Services are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor shall:
1. Furnish phase-in training at Contractor's then applicable rates, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires at Contractor's then applicable rates, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**18. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**19. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## **20. Drug-Free Workplace Certification.**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **21. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## **22. Funding Cancellation.**

When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are

not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

### **23. Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

### **24. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all third party claims and suits including court costs, reasonable attorney's fees, and other expenses caused by any material breach of any of Contractor's representations and/or warranties contained in the Contract. The State shall not provide such indemnification to the Contractor.

### **25. Independent Contractor.**

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

### **26. Information Technology Enterprise Architecture Requirements.**

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

### **27. Insurance.**

A. Contractor shall secure and keep in force during the Term the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed

operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.

2. Automobile liability with minimum liability limits of \$700,000 per person and \$1,000,000 per occurrence.

Upon the State's written request, Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

**B. Contractor's insurance coverage must meet the following additional requirements:**

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**28. Licensing Standards.**

Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by Contractor pursuant to this Contract. The State shall not be required to pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

## **29. Limitation of Liability**

Neither party shall be liable to the other or to any third party for any incidental, consequential, or special damages, including without limitation, lost profits, loss of data, or frustration of business expectation, whether arising out of such party's breach of contract, breach or warranty, negligence, or otherwise (even if such party has been advised of the possibility of such loss or damage).

Neither party shall assert any such claim against the other or their respective officers, directors, or employees. Contractor's maximum liability hereunder for any claims whatsoever is expressly limited to the amount paid under this Contract up to the date the action occurred.

## **30. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

The following contracts are succeeded by this Contract and hereby rendered null and void upon date of full execution of this Contract. There will be no termination fees associated with this termination. The departments identified below shall be collectively referred to in Attachment A as "Current Customers".

- A. EDS # C1-6-1821 (Dept. of Workforce Development "DWD")
- B. EDS # A129-6-49-06-EM-3116 (Family and Social Services Administration "FSSA")
- C. EDS # A281-6-BD-05-003 (Indiana Economic Development Corporation "IEDC")
- D. EDS # A229-5-TRG-05-225 (Indiana Arts Commission "IAC")
- E. EDS # [Unknown] (Public Employment Retirement Fund "PERF")

## **31. Nondiscrimination.**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

## **32. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

WKS



A. Notices to the State shall be sent to:

Indiana Office of Technology  
Attention: LEGAL NOTICE  
Indiana Government Center North, Room N-551  
100 North Senate Avenue  
Indianapolis, IN 46204

B. Invoices to the State shall be sent to:

Indiana Office of Technology  
Attention: Accounts Payable  
Indiana Government Center North, Room N551  
100 N. Senate Avenue  
Indianapolis, IN 46204

C. Notices to Contractor shall be sent to:

ExactTarget, Inc.  
20 N. Meridian Street, Suite 200  
Indianapolis, IN 46204  
Attn: General Counsel

D. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**33. Order of Precedence.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract (2) and **Attachment A**.

**34. Ownership.**

All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services, or otherwise used to perform the Services for Customer or its Affiliates hereunder, are and will remain the sole and exclusive property of ExactTarget, whether or not specifically recognized or perfected under applicable law. ExactTarget shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services or any new programs, upgrades, modifications or enhancements developed by ExactTarget in connection with rendering the Services to Customer or its Affiliates, even when refinements and improvements result from Customer's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ExactTarget by virtue of this Agreement or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause its Affiliates to transfer and assign) to ExactTarget all rights, title, and interest which Customer or its Affiliates may have in to such refinements and improvements.

**35. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**36. Progress Reports.**

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**37. Public Records**

The Contractor acknowledges and agrees that the entire contents of the Contract, is subject to full and complete disclosure to any third party without limitation of any kind, including the right to copy.

**38. Publicity**

Neither the Contractor, its subcontractors, if any, nor any other organization contracted by or working with Contractor or its subcontractors shall refer to the existence of this Contract in any press release, advertising, or materials distributed to prospective customers, without first obtaining the prior written consent of the State.

**39. Severability.**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**40. Substantial Performance.**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**41. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

WCB

**42. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

**43. Warranties.**

Except as otherwise specifically provided herein, the Services are provided "as is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, Contractor expressly disclaims any warranties, conditions, representations, and guarantees with respect to the service, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title or noninfringement.

No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the services, whether made by employees of Contractor or otherwise, not contained in this Contract, shall be deemed to be a warranty of Contractor for any purpose or give rise to any liability of Contractor whatsoever.

**44. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**ExactTarget, Inc.**

By: William K. Boncosky  
William K. Boncosky, General Counsel

Date: December 4, 2006

**Indiana Office of Technology**

By: Gerry Weaver  
Gerry Weaver, Chief Information Officer

Date: 12/05/06

**State Budget Agency**

By: Charles E. Schalliol For  
Charles E. Schalliol, Director

Date: 12/5/06

**Department of Administration**

By: Mark A. Henderson For  
Carrie Henderson, Commissioner

Date: 12/5/2006

**APPROVED as to Form and Legality:**  
**Office of the Attorney General**

Stephen Carter For  
Stephen Carter, Attorney General

Date: 12/7/06

## Attachment A Contractor Rate Table & Description of Services

### A. Year 1 Rates – Current Customers

For Year 1 of the Contract, the following Current Customers (as defined in Section 30 of the Contract) will pay the rates set forth in the table below. (After the first year, Current Customers will pay the rates listed in Sections B and C of this Attachment A after properly completing an Order, as provided below.) When the Balance of Email Volume for Current Customers is exhausted in Year 1, the State will be invoiced per email pursuant to the Tiered Email Pricing Set forth in Section C of this Attachment A.

Current Customer	Annual Software License Fee	Annual Email Messaging Fee	Minimum Annual Fee	Balance of Minimum Fee Owed	Balance of Email Volume
FSSA	\$1,500	\$3,000	\$4,500	\$0	300,000
DWD	\$1,500	\$300	\$1,800	\$0	23,980

### B. Orders & Year 1 Minimum Commitment – All State Agencies

State agencies may order the Services described in this Attachment A via a properly submitted order (each an "Order") to Contractor. State agencies paying a \$1,500 Annual Software License Fee will receive the Basic Marketer Package; State agencies paying a \$4,500 Annual Software License Fee will receive the Advanced Marketer Package (all as described in Sections D and E of this Attachment A.)

The State is making the following firm commitments for Year 1 of the Contract:

State Agency	Annual Software License Fee
Ind. Dept. of Natural Resources	\$4,500
PERF	\$1,500
IEDC	\$1,500
IAC	\$1,500
Governor's Council for Physical Fitness (INShape)	\$4,500

*\*Unused E-mail Sends will not "rollover" to subsequent year(s)*

*\*\* The Minimum Annual Fee is the sum of the Annual Software License Fee and the Minimum Email Message Fee; it is not, by itself, an additional cost.*

### C. Email Messaging Fees for all State Agencies and for Years 2 – 4 of the Term

The per email cost for State agencies will be under a tiered structure. Once the State's annual email volume (all agencies combined) reaches a new pricing tier, all emails thereafter will be at the reduced rate applicable to the new tier. The email tiers reset each year of the 4-year Term.

### **Tiered Pricing**

<u>Tier Level</u>	<u>Email Volume</u>	<u>Per E-mail Rate</u>
Level 1	0 Emails	\$0.01
Level 2	2,500,000 Emails	\$0.008
Level 3	6,000,000 Emails	\$0.007
Level 4	12,000,000 + Emails	\$0.0065

## **D. Software Packages**

### **1. Basic Marketer**

Cost: \$1,500 per year

Includes: Standard Implementation Services, Standard Email Optimization & Deliverability Services, and the Software Features & Services (all as detailed below)

#### **Standard Implementation Services**

- Welcome Packet
- Account Configuration & Activation
- Unlimited Access to Web-based Training Sessions
- Online User Guides & Instructions
- Unlimited Access to On-demand Tutorials
- Access to API Guides & ExactTarget Developer Community
  - Only if API Access is purchased (at fixed cost of \$2,500)

#### **Standard Email Optimization & Deliverability Services**

- Unlimited Access to Best-Practices Webinars & White Papers
- Deliverability Report Card™ Service
- List Detective
- Content Detective
- ISP Whitelisting
- CAN-SPAM Compliance Checks
- Abuse Desk Management

#### **Software Features & Services**

##### **Email Creation & Delivery**

- Template & Email Editors
- Image Library
- Real-time & Scheduled Deliveries

### Reporting

- Delivery Summary
- Subscriber-Level Reporting
- Deliverability Reporting

### Admin Tools

- Administrative Panel

### Direct Marketing Tools

- List Management
- Personalization
- Subscription Management
- Manage Subscriber Profiles & Create List Segmentation (*Up to 1,000,000 Subscribers & 10 Profile Attributes*)

### Libraries

- Document Library (*Up to 100 MB Storage*)
- Survey Library (*Build & Imbed Custom Surveys*)

### List Builders

- Data Collection Tool (*collect client information and opt-in requests from your website*)
- Forward-to-a-Friend (*Viral Marketing*)

### Ongoing Training & Support

- Phone & Email Access to Customer Support
- Online Case Submission
- Unlimited Access to Web-Based Training Sessions
- Online Help & User Guide
- On-demand Tutorials

## **2. Advanced Marketer**

Cost: \$4,500 per year

Includes: Standard Implementation Services, Standard Email Optimization & Deliverability Services, and the Software Features & Services (all as detailed below – ***Items in bold italics are in addition to Basic Marketer Package***)

### Standard Implementation Services

- Welcome Packet
- Account Configuration & Activation
- Unlimited Access to Web-based Training Sessions
- Online User Guides & Instructions

wrb

- Unlimited Access to On-demand Tutorials
- Access to API Guides & ExactTarget Developer Community
  - Only if API Access is purchased

#### Standard Email Optimization & Deliverability Services

- Unlimited Access to Best-Practices Webinars & White Papers
- Deliverability Report Card™ Service
- List Detective
- Content Detective
- ISP Whitelisting
- CAN-SPAM Compliance Checks
- Abuse Desk Management

#### Software Features & Services

##### Email Creation & Delivery

- Template & Email Editors
- Image Library
- Real-time & Scheduled Deliveries

##### Reporting

- Delivery Summary
- Subscriber-Level Reporting
- Deliverability Reporting

##### Admin Tools

- Administrative Panel
- **BrandBuilder**
  - *Private Label the Services & Landing Pages*
- **Reply Mail Management**
  - *Automated Management of Email Replies*
  - *Up to 1,000,000 Emails per Month*
- **Multiple Reply & From Fields**
  - *Up to 5 From & Reply Fields*

##### Direct Marketing Tools

- List Management
- Personalization
- Subscription Management
- Manage Subscriber Profiles & Create List Segmentation (*Up to 1,000,000 Subscribers & 10 Profile Attributes*)
- **Dynamic Content**
  - *Track Website Conversions*
  - *Up to 1,000,000 Monthly Emails and 10 Web Pages Tracked*



- ***Conversion Tracking***
- ***Send Throttling***

#### **Libraries**

- Document Library (*Up to 100 MB Storage*)
- Survey Library (*Build & Imbed Custom Surveys*)

#### **List Builders**

- Data Collection Tool (*collect client information and opt-in requests from your website*)
- Forward-to-a-Friend (*Viral Marketing*)

#### ***Deliverability Tools***

- ***Private IP Address***

#### ***Integration Solutions***

- ***Access to Data Integration Tools***  
- ***Includes Data Integration Guide – Does not include Content Management API***

#### **Ongoing Training & Support**

- Phone & Email Access to Customer Support
- Online Case Submission
- Unlimited Access to Web-Based Training Sessions
- Online Help & User Guide
- On-demand Tutorials

### **E. Customized Services**

Beyond the established “Basic Marketer” and “Advanced Marketer” offerings herein, Contractor may provide other Services to agencies. Such Services shall be provided in accordance with the terms of an Order or a detailed Statement of Work (“SOW”) agreed to by the Contractor and the individual State agency. Orders and SOWs shall be subject to the terms and conditions of this Contract.

Contractor shall provide the State a copy of each fully executed Order or Statement of Work with the first invoice for the services described therein.

All rates quoted to the State by Contractor for such Services shall be based on Contractor’s standard packages (described in subsections 1 and 2 below) and standard rate of \$150 per hour of work (for SOWs as described in subsection 3 below). The State shall receive a discounted rate of \$100 per hour of work for each hour above the standard package services.

#### **1. Upgraded Implementation Services**

**\$3,350 (1-Time Fee per Agency)**

- Welcome Packet
- Account Configuration & Activation

- Unlimited Access to Web-Based Training Sessions
- Online User Guides and Instructions
- Unlimited Access to On Demand Tutorials
- Access to API Guides and ExactTarget Developer Community (*If access to API is purchased*)
- Designated Consultant for first 45 days
- Kick-Off Meeting (*via teleconference*)
- Detailed Project Plan
- Weekly Status Calls
- Design Assistance (*up to five hours*)
- 2 Hours of Personal Online Training
- One-Hour Call with Integration Consultant (*If access to ExactTarget API is purchased*)

## 2. Upgraded Email Optimization & Deliverability Services \$5,025 (Annual Fee)

In addition to the Standard Email Optimization & Deliverability Services described above, a designated Account Manager provides up to 5 hours per month of consultation\* on:

- Email Test Plans
- List Growth and Opt-In Tactics
- Targeting Strategies and Techniques
- Sender Authentication Package (*Private IP, Private Domain, Reply Mail Management, Sender ID, SPF and DomainKeys support*)
- Quarterly Account Reviews

## 3. Integration or Other Custom Services Price per SOW

The State may request additional other services related to e-mail marketing and the integration of such efforts into State systems from Contractor. In such event, Contractor shall submit a detailed SOW describing such services and setting forth the pricing therefor.